

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, GRANTING A WATER AND SEWER UTILITY EASEMENT AND CONVEYING WATER AND SEWER FACILITIES TO THE CITY OF SUNRISE TO SERVICE THE PUBLIC SAFETY COMPLEX AT NOB HILL ROAD.

WHEREAS, the Town has constructed a Police and Fire Complex with a Community Room at Nob Hill Road and State Road 84; and

WHEREAS, the property is located in the City of Sunrise water and sewer service area; and

WHEREAS, utilities usually require easements on property in order to maintain infrastructure and serviceability; and

WHEREAS, this easement and conveyance of property is a condition precedent to water and sewer service.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor and other Town officials to execute the attached Bill of Sale (Attachment "A") and Utility Easement (Attachment "B").

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

MEMORANDUM

DEPARTMENT OF BUDGET AND FINANCE

TO: Mayor and Town Council
Robert Rawls, Town Administrator

FROM: Christopher Wallace, Budget and Finance Director

DATE: Friday, March 12, 1999

SUBJECT: Utility Easement and Bill of Sale With City of Sunrise

This resolution conveys water and sewer lines and a lift station to the City of Sunrise. This property was constructed as part of the Public Safety Complex on Nob Hill Road. Sunrise will be responsible for the maintenance of the lines and the other conveyed property.

This resolution will also grant a utility easement on the land so that this property can be served.

Both of these items are common business practices in the water and sewer industry.

Both of these agreements are conditions precedent to receiving water and sewer service at the Nob Hill public safety complex.

Should you need further information, please feel free to contact me.

"Attachment A"
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the Town of Davie (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by the City of Sunrise, (hereinafter referred to as "City"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto City, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and/or sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of the Town of Davie Police, Fire and EMS Facility, which system is more completely described in Exhibit "1 A" and/or "1 B."

TO HAVE AND TO HOLD the same unto City, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with City, its successors and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Grantor acknowledges and agrees that the provisions of Chapter 15 of the City Code, as amended from time to time, are incorporated into this Bill of Sale.

In addition, the GRANTOR hereby warrants said potable water Systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse City in full for reasonable and necessary repairs (as determined by City), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

EXHIBIT "A"

**WATER SYSTEM BEING DEDICATED
 TO CITY OF SUNRISE**

WATER MAIN & APPURTENANCES	MATERIAL	DIAMETER	UNIT	UNIT PRICE ¹	QUANTITY/LENGTH	EXTENDED PRICE
Tapping sleeve and valve		12" X 8"	EA	\$3,725.00	2	\$7,450.00
Gate Valve		8"	EA	993.00	3	2,979.00
Reduce pressure B.P.P.		2"	EA	1,226.00	1	1,226.00
Reduce pressure B.P.P.		4"	EA	3,513.00	1	3,513.00
D.D.C.V.		6"	EA	5,198.00	2	10,396.00
Gate Valve		6"	EA	582.00	2	1,164.00
Gate Valve		4"	EA	497.00	1	497.00
Misc. Fittings		—	LS	2,250.00	1	2,250.00
PVC Pipe		4"	LF	11.39	60	683.40
PVC Pipe		8"	LF	14.37	100	1,437.00
FIRE HYDRANT ASSEMBLY²						
Fire Hydrant Assembly		6"	EA	\$2,179.00	3	\$6,538.00
DIP		6"	LF	18.90	185	3,496.50

TOTAL = \$ 41,629.90

RECEIVED

JAN 15 1999

JAMES A. CUMMINGS, INC.
 JOB SITE

- ¹ TO INCLUDE ALL MAIN MATERIALS, VALVES, FITTINGS, ETC. UP TO EITHER THE CORP STOP/METER (FOR DOMESTIC/IRRIGATION SERVICE) OR BACKFLOW DEVICE (FIRE LINE).
- ² UNIT PRICES SHALL INCLUDE ALL MATERIAL AND LABOR AS INSTALLED.
- ³ FIRE HYDRANT ASSEMBLIES SHALL INCLUDE TEE, VALVE(S), PIPE AND HYDRANT.

"Attachment B"
UTILITY EASEMENT

THIS UTILITY EASEMENT is made and executed this 16th day of March 1999, by the Town of Davie, a municipal corporation existing and organized under the laws of the State of Florida, whose mailing address is 6591 Orange Drive, Davie, Florida, 33314, (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

W I T N E S S E T H :

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A," which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of lift stations, force mains, water lines, gravity sewers, and all appurtenances, relative to these facilities or systems.

2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such facilities or Systems in, upon, over, under, through, and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement area that might interfere with the purposes for which such facilities or systems which is or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above facilities and systems which are located in the Easement area.

3. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of all entities having facilities or systems located within the Easement Land, and which consent must be evidenced by an instrument executed with the same formalities as this document. The provisions of Chapter 15 of the City Code of Grantee, as amended from time to time, are incorporated in this Easement.

4. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns shall have all of the rights to the Easement Land as stated herein.

5. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars (\$10) receipt of which is acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

ACKNOWLEDGEMENT FOR MUNICIPAL CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in its name, and its corporate seal is to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

EXHIBIT A TO ATTACHMENT B
TO BE PROVIDED BY FINANCE
PRIOR TO THE MEETING